

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re: Keri A. Burgwin,	:	Chapter 13
	:	
Movant	:	Bankruptcy No. 18-23000-GLT
	:	
<hr/>	:	
Lawrence Willis, Esquire /	:	
Willis & Associates,	:	Related to Docket No. 82
Applicant	:	
	:	Hearing Date and Time:
vs.	:	August 9, 2023 at 10:00 AM
	:	
Ronda J. Winnecour, Esquire,	:	
Chapter 13 Trustee,	:	
Respondent	:	

Exhibit A

Fee Agreement for Bankruptcy Services

Fee Agreement between Willis & Associates, ("W&A") and Burgwin, Hei ("Client")

PURPOSE

Client retains Firm to represent Client and Firm agrees to advise, represent, and provide legal services to Client, in accordance with this agreement, solely for the purpose of filing a non-contested consumer bankruptcy case under the Bankruptcy Code. Advice and representation by Firm is contained and limited to services directly related to the Bankruptcy Code, Title 11, Chapter 101 et. Seq. unless agreed upon otherwise by written consent and modification of this agreement by the parties.

RETAINER FEE

In consideration of the non-refundable retainer fee of \$ \$99.00 paid to Firm, Client hereby retains Firm to ensure Firm will be available to respond to creditor telephone calls directed to Client from the date Firm receives the retainer fee and this executed fee agreement until such time this agreement terminates by discharge of bankruptcy, dismissal of bankruptcy or no activity on Client's account for 60 days (Unpaid fees). Its further expressly understood and agreed that any retainer fee or other fee advance paid by client is not subject to the escrow requirement of Pennsylvania Rule of Professional Conduct 1.15 and may be utilized immediately by W & A as income.

COST

Client agrees to pay directly the filing fee and all cost of \$500.00. The cost associated with representation are client's sole responsibility.

FEES

Includes-Other provisions under items included in fee: Initial Consultation; first scheduled meeting of creditors; preparation and filing of schedules; exemption planning; One (1) conciliation hearing; One (1) Wage motion to attach wages; One (1) discharge hearing.; Excludes-By Agreement, fee does NOT included: dischargeability action, judicial lien avoidance or relief from stay action; court appearances or any adversary proceeding; fees and costs for amending schedules; audit; Office of the United States Trustee review for abuse within the meaning of 11 U.S.C. § 707(b), 11 U.S.C. § 727 and/or 11 U.S.C. § 707(a). preparing and filing reaffirmation agreements; motion to waive Financial Education Course; motion to waive appearance at meeting of creditors; defending discharge actions, judicial lien avoidances or relief from stay actions; redemption actions; re-opening case once it has closed; Travel; defending Trustee's objections to exemptions; state court matters (Foreclosures, Sheriff Sales); bankruptcy issues arising after case closes; clearing negative credit report entries; or matters unrelated to bankruptcy. W&A will charge separately for these matters; all costs associated with the bankruptcy; fees and costs for converting and completing case under another chapter; Motions to sever case; Trustee certificate of default actions, Trustee motion to dismiss actions, Motion post-petition financing. Motion to approve sale, Notice of mortgage payment change; appoint professional, (i.e. Realtor, Accountant, Attorney) and any matters unrelated to bankruptcy. Additional fees and costs are client's responsibility. Additional Attorney fees for work beyond the initial fees are billed directly at the rate of \$350/hour, which is subject to annual increase. Support staff/Paralegal rate is \$110/hour. All time is tracked hourly at .10 intervals a fee application will be filed for approval of additional fees. The billable hourly rate in effect for 2018 is \$350.00 per hour for attorney. The no look fee as of 2018 is \$4,000.00..

ADDITIONAL COST

Billed at minimum: Reaffirmation agreements \$750.00 per creditor., Trustee's motion to dismiss/default \$750.00, Motion to appoint a professional (Account. Realtor, attorney) \$750.00, Motion to approve sale of real estate plus cost \$750.00, \$500.00, Motion to borrow/allow financing \$500.00 (payable upfront) Conversion to different chapter of bankruptcy \$1,200.00, Motion to withdraw, sever case

\$500.00, \$ 250.00 Amended Schedules add creditor, Michael J. Scheduled Meetings of Creditors \$250.00.
Duplicate copy of your discharge order \$125.00

OUTSTANDING ACCOUNTS

If you are making payments on your legal fees, then you understand, and it is agreed, that your case will not be filed with the Court until all outstanding retainer fees are paid in full. A fee of \$50.00 is charged for all returned checks or insufficient funds refusal. Accounts with no payment activity will be closed after 90 days.

CERTIFICATION

By signing this agreement, the Client is requesting legal services to be performed and acknowledges expenses will be incurred. This retainer represents the entire agreement of the fees charged and can only be modified by written addendum.

COMMUNICATION

Willis & Associates often find it useful and expedient to communicate with its clients by email but cannot absolutely guarantee the confidentiality of email correspondence. The client agrees/does not agree to use email correspondence with Willis & Associates indicated below:

☒ I agree to use email correspondence with Willis & Associates.

☐ I do NOT agree to use email correspondence with Willis & Associates

I AC KNOWLEDGE I HAVE READ THE ENTIRE DOCUMENT AND THAT I FULLY UNDERSTAND IT AND HAVE BEEN PROVIDED A COPY FOR MY RECORDS:

DATE: 8-7-18

SIGNATURE: Keri A Burgwin

PRINT: Keri A Burgwin

DATE: _____

SIGANTURE: _____

PRINT: _____

DATE: 8-7-18

SIGNATURE: [Signature]
LAWRENCE W WILLIS, ESQ.